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Student Learning Is The Goal

GREECE CENTRAL SCHOOL DISTRICT

TOWN OF GREECE, N.Y.

AGREEMENT BETWEEN

**Greece Central School District
and
Greece Administrators and
Supervisors Association**

January 1, 2004 - December 31, 2006

AGREEMENT BETWEEN

Greece Central School District
(Town of Greece, New York)
and
Greece Administrators and
Supervisors Association

January 1, 2004 - December 31, 2006

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PREAMBLE

In accordance with the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14) the Greece Central School District (hereinafter called the "District") and its supervisory and administrative employees represented by the Greece Administrators and Supervisors Association (hereinafter called the "Association" or "GASA"), the District and the Association enter into this Agreement.

ARTICLE I DURATION OF THE AGREEMENT

The intention of this Agreement, and the parties who are signatories to it, is to perpetuate an organization in which, (1) collaboration is the rule for settling issues; (2) growth and renewal, in terms of moving the District forward to meet its educational challenges, are the goals; (3) harmonious relations form the conditions for doing both. To maintain a positive working relationship and ensure dialogue, the parties will meet on a regular basis.

The Agreement shall be effective as of January 1, 2004 and continue in full force and effect until December 31, 2006. The parties agree to meet no later than January 1, 2006 to negotiate a successor agreement.

ARTICLE II RECOGNITION

The Board of Education of Greece Central School District recognizes the Association as the exclusive organization representing all administrative and supervisory personnel employed by the District whose positions require NYSED administrative or supervisory certificates excluding the managerial and/or confidential positions of Assistant Superintendent, Director, Assistant Director, Administrative Intern, and Project Manager with unchallenged representation status for the maximum period allowed by the law. The Association accepts the responsibilities imposed upon it by the provisions of said Article 14 of the Civil Service Law as amended.

ARTICLE III

MODIFICATION OF AGREEMENT

It is understood and agreed that this Agreement may be modified or amended only through mutual consent in writing through a signed amendment to this agreement.

ARTICLE IV

DUES DEDUCTION

- A. The District agrees to deduct from the salary of unit members, membership dues in GASA, School Administrators Association of New York State (SAANYS), and its national affiliates as the employee individually and voluntarily shall authorize the District to deduct and to transmit the moneys thus deducted to the Association.
- B. Authorizations for such deductions shall be in writing on a District-approved form provided by the Association and signed by the individual. Such properly executed authorization shall be submitted to the District's Business Office and placed on file.
- C. In accordance with District payroll procedures and requirements, authorized dues deductions shall be made in equal amounts commencing on a date agreed upon by the Association and the Superintendent.
- D. The Association will protect, defend, indemnify, and hold the District and its agents harmless from any and all claims, damages, and liability which may occur from implementing this article.

ARTICLE V

GRIEVANCE PROCEDURE

The following three (3) step grievance procedure shall be available to unit members for the purpose of resolving concerns which arise out of the interpretation and administration of the collective bargaining agreement. It is the intent of this procedure to provide for the orderly settlement of alleged grievances in an equitable manner at the lowest possible administrative level.

A. DEFINITIONS

- 1. A **grievance** is a claim by a unit member that there has been a violation, a misinterpretation, or misapplication of any specific provision of this Agreement.
- 2. The **grievant** shall mean any unit member or group of unit members alleging a grievance.

B. TIME LIMITS

1. Each written grievance shall include the name and position of the grievant, the specific Article and Section of this Agreement involved in the said grievance, the time and place where the alleged event(s) or condition(s) constituting the grievance occurred, the identity of the party allegedly responsible for causing the existence of the said event(s) or condition(s) if known, and a statement of the nature of the grievance and redress sought by the grievant. The written grievance shall be signed by the grievant.
2. Grievances must be taken up at Step 1 of the following procedures within twenty (20) days following the date that any unit member knew or should have known of the act(s) or condition(s) on which the grievance is based. Time limits at any step of the procedure may be extended by mutual consent between the Association and the District. Should the time limits at any step be exceeded by the District, the grievance may be processed to the next higher step of the procedure, but the grievant must proceed to such next step within the time which would have been allotted had the decision been communicated on the final day. Should the grievant not meet the time limits of the procedure, the grievance will be considered as resolved at the last response and further appeal shall be barred.
3. All time limits in the procedure refer to scheduled work days.

C. PROCEDURE

1. Step 1 - Immediate Supervisor

The grievant shall first discuss the alleged grievance with his/her immediate supervisor. The immediate supervisor will respond orally within five (5) days. If the grievant is not satisfied with the response at Step 1, s/he may, within five (5) days of receipt of the response, submit the grievance in writing to the immediate supervisor. The immediate supervisor will respond in writing within five (5) days. In all cases where the immediate supervisor is also an Association unit member, such proposed response or resolution must be subject to final review and approval by the next level of supervision and the Superintendent.

2. Advisory Mediation

For grievable disputes related to the Agreement, the parties will select a panel of three persons, one chosen by the Superintendent, one chosen by the President of GASA, and one selected by mutual agreement of the Superintendent and the President of GASA. This group will make an advisory recommendation for the Superintendent's or Board of Education's consideration either before step 2 or step 3 of the grievance procedure.

3. Step 2 - Superintendent

If the grievant is not satisfied with the response at Step 1, s/he may, within five (5) days of receipt of response, submit the grievance in writing to the Superintendent. If so determined, the Superintendent, or designee in exceptional situations, may convene a meeting with the grievant, the appropriate supervisor(s) and the President of the Association to review the grievance. After reviewing the grievance, the Superintendent will submit a written decision to the grievant within ten (10) days.

4. Step 3 - Board of Education

If the grievant is not satisfied with the decision at Step 2, an appeal maybe filed in writing to the Board of Education within ten (10) days from receipt of the decision at Step 2. The official grievance record maintained by the Superintendent or designee shall be available for use by the Board of Education. At the next regularly scheduled meeting following timely receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. By no later than the next regularly scheduled meeting following the conclusion of the hearing, the Board of Education shall render a final and binding decision on the grievance, which decision shall be reduced to writing. Such decision shall be promptly transmitted to the grievant and the Superintendent.

ARTICLE VI PROFESSIONAL IMPROVEMENT

The District shall provide a noncumulative \$44,316 per year of this Agreement for the unit for the purpose of member attendance at professional conferences, seminars, workshops, or other professional growth activities. Approval criteria and recommendations for unit member attendance on an ongoing basis at such conferences shall be jointly determined by a committee of Association and District representatives and will be subject to final approval by the Superintendent.

ARTICLE VII RETIREMENT/CAREER CHANGE INCENTIVE

The District may establish a retirement/career change incentive program for unit members to include and not be limited to the following: severance pay, life insurance, health insurance, career counseling, and professional financial counseling. In implementing such program it is understood and agreed that either individuals or the District may initiate discussions pertaining to the benefits available to unit members under this program. If the District intends to initiate such a discussion, it shall notify the president of

the Association. Each unit member who enters into such discussions shall have the option of having an Association representative accompany him/her. Upon mutual agreement between the District and the unit member to execute such a program, the District will notify the President of the Association of such agreement. If a unit member initiates a discussion with the District pertaining to benefits under this program, the Superintendent will respond in writing within sixty (60) days of his receipt of the unit member's proposal.

The following retirement benefits will be available to GASA unit members:

Retirement Incentive

The District will provide eligible GASA unit members a retirement incentive consisting of the following choices:

1. Benefit

- a. Greece Central School District group insurance coverage for qualified expenses such as medical, dental, and life insurance, not to exceed two thousand five hundred dollars (\$2,500) a year for ten (10) years.
- b. One-time lump sum rollover payment to a qualified annuity plan in an amount not to exceed twenty five thousand dollars (\$25,000).
- c. One-time lump sum cash payment in an amount not to exceed twenty five thousand dollars (\$25,000).
- d. The unit member who notifies the District by February 1, will be afforded the vacation carryover provisions (Article XI, II, A, 3, b)

2. First Open Period

a. Eligibility

To qualify for the retirement incentive during the first open period, a unit member must be eligible on or before September 1, 2004. The term "eligible" means that the unit member either (1) is eligible to retire with full benefits under the terms governing the New York State Teachers Retirement System (NYSTRS) (meaning no reduction in benefits due to the unit member's failure to meet minimum age and service requirements for the applicable tier) or (2) has a minimum of ten (10) years of District service and is five (5) years or less from first eligibility for full benefits under the NYSTRS. A unit member who is eligible during the first open period under part one (1) of the preceding sentence and who fails to apply for the retirement incentive during such period shall thereafter be ineligible to receive any retirement incentive provided by this agreement.

b. Deadline for Applications

No later than February 1, 2004, the unit member shall submit to the Assistant Superintendent of Human Resources an application for the retirement incentive, which shall include an irrevocable written resignation for the purpose of retirement from the District by July 15, 2004.

c. Service Requirement

The unit member shall continue in active service in the employ of the District through July 15, 2004, or later with mutual agreement with the Superintendent.

3. Annual Open Periods

There shall be two additional annual open periods during the calendar years 2005 and 2006 effective for the school years 2004–05 and 2005–06.

a. Eligibility

To qualify for the retirement incentive during an annual open period, a unit member must be eligible or become eligible on or before September 1. The term “eligible” means that the unit member either (1) is eligible to retire with full benefits under the terms governing the New York State Teachers Retirement System (NYSTRS) (meaning no reduction in benefits due to the unit member’s failure to meet minimum age and service requirements for the applicable tier) or (2) has a minimum of ten (10) years of District service and is five (5) years or less from first eligibility for full benefits under the NYSTRS. A unit member who becomes eligible to retire with full benefits under the NYSTRS during an annual open period and who fails to apply for the retirement incentive during such period shall thereafter be ineligible to receive any retirement incentive provided by this agreement.

b. Deadline for Applications

No later than February 1, the unit member shall submit to the Assistant Superintendent of Human Resources an application for the retirement incentive, which shall include an irrevocable written resignation for the purpose of retirement from the District by September 1.

c. Service Requirement

The unit member shall continue in active service in the employ of the District through July 15, 2005 or later with mutual agreement with the Superintendent.

ARTICLE VIII

SALARY PROVISION

A. SALARY SCHEDULE

High School Principal: \$79,132 minimum

Middle School Principal and Directors: \$75,880 minimum

Elementary School Principal and Coordinators: \$73,712 minimum

Assistant Principals and Athletic Directors: \$71,544 minimum

Effective January 1, 2004

<i>Salary in Range</i>	<i>Not Meeting Standards</i>	<i>Meeting Standards</i>	<i>Exceeding Standards</i>
2004	0.00%	3.30%	3.31%–4.95%
2005	0.00%	3.60%	3.61%–5.25%
2006	0.00%	3.90%	3.91%–5.55%

1. An overall summary of performance (operations) will be determined using the responsibilities and required tasks listed in the “Performance Summary” document to determine the applicability of a salary increase under this provision.
2. Unit members who participate in special projects or qualify for retrospective remuneration may receive an additional .5–1.5% as specified in the Exceeding Expectations Section of the Performance Summary Document.

B. SALARY PLACEMENT

1. All certificated unit members will be hired within the appropriate salary range. The successful applicants will be given the name of and advised to contact the GASA President.
2. When a current unit member receives a promotion within the GASA unit, a minimum of five percent (5%) salary increase will automatically accompany the move as long as a similar promotion has not occurred within the past six (6) months. If a promotion has occurred within the last six (6) months the Superintendent shall have the discretion to determine a second increase not to exceed five percent (5%).
3. When a unit member is appointed to an “acting” or “interim” position that is a promotion, a minimum of five percent (5%) salary one time payment will accompany the move as long as a similar promotion has not occurred within the past six (6) months. If a promotion has occurred within the last six (6) months the Superintendent shall have the discretion to determine a second increase not to exceed five percent (5%).

4. Noncertificated GASA members who are initially below the salary range will be placed at the minimum of the salary range appropriate for their position within sixty (60) days after proof of State certification.

C. PROMOTIONAL RAISES - CURRENT UNIT MEMBERS

For all current unit members, the promotional raises are a percentage of the current salary exclusive of any stipend.

When a current unit member receives a promotion within the Association unit, a minimum of five percent (5%) salary will automatically accompany the move except as provided in Section B above. If the promotion is made between July 1 and December 31, the raise is based on the individual's current salary exclusive of any stipend.

Example: Prior to January 1, unit member salary \$71,000 + promotion 5% (\$3,550) = new salary base \$74,550

After January 1, unit member salary \$73,343 (includes 3.3% performance raise added to \$71,000 original base), add to newly created salary base for a performance base of \$77,010

If the promotion is made between January 1 and June 30, the promotional raise is based on the individual's current salary which includes the previous performance raise in January. (The performance raise is based on the previous year's administrative work.)

Example: Unit member January salary \$71,000 + promotion 5% (\$3,550) = new salary base \$74,550

When a promotional assignment changes the unit member's status from interim/acting to probationary, the promotional raise is based on the unit member's current salary exclusive of any stipend.

D. PERFORMANCE RAISES - CURRENT UNIT MEMBERS

For all current unit members, the performance raises are a percentage of the current salary exclusive of any stipend.

Individuals promoted during the school year prior to January 1 are eligible for a full performance raise in January based on their current salary exclusive of any stipend.

Individuals promoted during the school year after January 1 are eligible for a full performance raise in January based on their current salary exclusive of any stipend.

- E. No unit member's annual salary shall be decreased from the unit member's annual salary for the preceding year. It is the further intent of the parties that no unit member's annual salary and benefits shall be changed without the negotiated agreement of both parties.
- F. Funds shall be established, equal to 1.65% of the 2003 GASA salaries, to be available for salary adjustments at the superintendent's direction (examples include: salary parity within the same job title and additional merit pay).

ARTICLE IX EVALUATION PROCEDURES

- A. The evaluation year will be from September 1 to August 31.
- B. Evaluations will be based upon the leadership standards and performance indicators. Each applicable standard will be evaluated in the middle and end of the year evaluation.
- C. At the onset of the evaluation year, the unit member will identify goals for her/his position based upon the data-based needs of the school/office and aligned with the school/office improvement plan. A unit member may request from her/his supervisor a written statement of the expectations for exceeding standards performance. The goals will be submitted to the respective supervisor for review and subsequent discussion. The goals and strategies will be mutually agreed upon by both parties.
- D. A midyear review (by the end of February) shall be conducted by the unit member and supervisor. The staff member may submit to the supervisor a data-based self-assessment for subsequent discussion, providing evidence of the successful completion of the goals reflecting the leadership standards and performance indicators. A written summary of the meeting will be provided by the supervisor. It will indicate the progress being made towards the unit member's annual goals. More frequent review sessions may be held throughout the year at the discretion of the supervisor or staff member.
- E. A year-end evaluation document shall be prepared for all unit members. A year-end self-assessment shall be submitted by the staff member to the supervisor no later than August 31. The self-assessment shall include data reflecting the successful completion of the goals using the language of the leadership standards

and evidence. The standards and evidence provide a framework for goal development and completion. They are not meant to necessarily apply to all positions within the unit. Therefore, some, not all, evidence will be cited in the final evaluation. The unit member shall receive the written evaluation for review a minimum of two (2) work days prior to its submittal. A year-end evaluation will be written and a conference held no later than October 31 reflecting the input from the unit member. Conclusion of final evaluation must specifically state one of three categories: not meeting, meeting, exceeding standards. At the year-end evaluation conference goals for the next year will be mutually agreed upon by the supervisor and unit member.

- F. In the event a supervisor perceives a performance concern with a unit member, the problem or concern will be discussed with the unit member. The supervisor will discuss with the unit member the nature of the problem or concern at the time such a concern arises. In the event the concern may lead to documentation in the final evaluation affecting the unit member's salary, the concern will be placed in writing.

G. Improvement Plan

In the event a unit member's performance is below acceptable standards, the supervisor may place the unit member on an Improvement Plan. The unit member will be the primary author of the Improvement Plan. The Plan shall reflect the remediation of the identified concerns and the strategies to be used to address the concerns. The document shall be written using the leadership standards and evidence. The draft document shall be submitted to the supervisor for final editing, discussion, and approval. The unit member shall be entitled to Association representation at any step in this process.

ARTICLE X TRANSFER/HIRING PROCESS

- A. The District shall first offer transfers to existing unit members within that job title (tenure area), prior to posting, via email, within ten (10) calendar days of the announced vacancy prior to July 1. If vacancies occur after July 1 and before the beginning of the next school year, every effort will be made to contact unit members of immediate openings within a three (3) day period.
- B. Current unit members shall have a right to apply for GASA positions out of their job title (tenure area) and will be granted an interview.
- C. Unit members may refer to the posting and hiring practices procedures which can be found in the Personnel Practices Handbook.

ARTICLE XI BENEFITS

A. INSURED BENEFITS:

1. Health Insurance

- a. For new hires the District will pay ninety percent (90%) of the premium of Blue Choice Select/Preferred Care Community/ViaHealth, to be applied to District plan of unit members' choice.

For current unit members who were hired prior to July 1, 1993, the District will pay ninety percent (90%) of the premium of Blue Choice Select to be applied to the District plan of the unit members' choice. They may continue the plan that they are currently enrolled in at eighty-five percent (85%) District contribution or they may select another plan with the District contribution rate of ninety percent (90%) of Blue Choice Select.

For current unit members who were hired after July 1, 1993, the District will pay ninety percent (90%) of the premium of Blue Choice Select to be applied to District plan of unit member's choice. They may continue in the plan that they are currently enrolled in at eighty percent (80%) District contribution or they may select another plan with the District contribution of ninety percent (90%) of Blue Choice Select.

- b. Unit members who retire from the District will be eligible to continue their coverage in the appropriate group health insurance program and the District will contribute sixty percent (60%) of the cost of their health care coverage.
- c. The specific benefits and schedules of coverage for these health insurance plans shall be as specified in the master contracts for each plan as maintained by the District and with the understanding that such benefit levels shall be maintained during the life of this Agreement except as may be modified by mutual agreement hereafter.

2. Dental Insurance

- a. The District will contribute the premium cost for Single coverage for each unit member who elected to enroll in the Group Dental Plan in October, 1995 or who elected to enroll subsequently at the time of employment with the District. Eligible individuals either select Single or Family coverage and any changes in such coverage cannot be approved unless in accordance with the Plan provisions.
- b. It is specifically understood that benefit schedules and eligibility requirements shall be in accordance with the Plan provisions.

3. Basic Life Insurance

- a. Each unit member shall be eligible to enroll for Basic Group Term Life Insurance equal to twice (2x) the unit member's annual salary rounded to the nearest thou-

sand dollars (\$1,000) up to a maximum of two hundred thousand dollars (\$200,000) (with medical approval). This will be provided on a noncontributory basis with the District paying the full cost of premiums.

- b. A unit member who retires may elect to continue to be insured in increments of ten thousand dollars (\$10,000) for the amount of his/her Basic Group Life Insurance which is in effect at the time of retirement. Unit members who retire will assume the full cost of the monthly premium rate.

4. Long Term Disability Income Insurance

- a. Long term disability insurance will be provided at no cost to all unit members working a minimum of seventeen and one-half (17 1/2) hours per week. Employees who are totally disabled as determined by the insurance company will receive two-thirds (2/3) of their monthly salary to a maximum monthly benefit of seven thousand dollars (\$7,000). Benefits will begin on the later of the ninety-first (91st) calendar day of disability or at the end of their sick pay. Benefits will continue for as long as the employee remains disabled, with a maximum duration as defined by Age Discrimination and Employment Act - B (ADEA-B) (Extended). Please refer to the insurance contract for this benefit duration schedule.
- b. The specific terms and conditions, which are applied by the insurance company in administering this benefit, are contained in the master contract with the District.

5. Discretionary Benefit Fund

Each unit member will be allocated up to nine hundred dollars (\$900) to apply towards the cost of the following additional benefits:

a. Supplemental Group Life Insurance Plan

Each unit member may purchase additional group term life insurance in increments of two (2) or four (4) multiples of the unit member's annual salary rounded to the nearest thousand dollars (\$1,000) up to a maximum of two hundred thousand dollars (\$200,000) (with medical approval) of additional coverage. Specific eligibility requirements and benefit coverage shall be in accordance with the master plan administered by the District.

b. Physical Examinations

Unit members may be eligible for reimbursement for one (1) routine physical examination, eye examination, and a hearing examination on an annual basis. The service must be performed by a licensed physician.

c. Group Dental Insurance - Family Coverage Premium

The additional cost of Family coverage premiums above the Single coverage premium already paid for by the District, can be paid out of this fund allocation. Changes in coverage can only be made in accordance with the dental plan provisions.

6. Legal Liability Insurance

The District will continue to provide legal liability insurance coverage on a non-contributory basis for unit members in accordance with the eligibility requirements and benefit schedules as specified in the master contract maintained by the District.

7. Tax Sheltered Annuities

The District will continue to make tax sheltered annuity programs available to unit members in accordance with District guidelines, practice, and applicable State and Federal laws and regulations.

8. Retirement Benefits

All certificated unit members shall be covered for membership in the New York State Teachers Retirement System in accordance with applicable law and regulations governing such membership and benefits.

B. PAID ABSENCE BENEFITS

1. Vacation

The District shall provide paid vacation to unit members who are employed on a twelve (12) month basis as follows:

- a. Unit members shall receive prorated vacation entitlement during their first (1st) fiscal year of service in the position at the rate of two (2) days per month for each month remaining in the fiscal year up to a maximum of twenty (20) days. Commencing in the second (2nd) fiscal year of service twenty-one (21) days will be granted, in the third (3rd) twenty-two (22) days, in the fourth (4th) twenty-three (23) days, in the fifth (5th) twenty-four (24) days, and in the sixth (6th) and thereafter twenty-five (25) days.
- b. **Prior Service**
Prior continuous service in the District will be applied in determining such vacation entitlement.
- c. **Vacation Carryover**
 - a. Unit members with three (3) or more years of continuous full-time service may carry over up to forty (40) days of unused vacation into the next fiscal year.
 - b. Unit members may not exceed a maximum of sixty-five (65) days of unused vacation at any time.
- d. **Payment upon Termination**

Any remaining, unused vacation entitlement, up to the maximum entitlement granted to the unit member during the fiscal year, including any authorized carry

over entitlement for that year, will be paid upon termination of employment. Vacation payout will be prorated with the exception of accumulated days as of June 30 of the previous year.

2. Holidays

All unit members who are employed on a twelve (12) month basis shall be entitled to the following fourteen (14) paid holidays per year in accordance with the official school calendar adopted:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Two (2) Floating Holidays
Labor Day	(consistent with the calendar developed by the District)

3. Sick Leave

- a. Effective January 1, 2004, unit members shall be granted sick leave as follows: employees will receive twelve (12) days per year accumulative two hundred (200) days. Employees on December 31, 2003 shall be credited for their cumulative sick leave with that number of days remaining unused. Employees hired from outside of the District shall be capped at one hundred (100) days of eligible transferable sick days.
- b. Additional days of sick leave may be granted upon the approval of the Superintendent of Schools or his designee.
- c. Prior continuous service in the District will be applied in determining such sick leave entitlement.

4. Personal, Family Illness and Family Death Days

The District shall provide personal, family illness, and family death days to all unit members on an as needed basis and as authorized by the unit member's immediate supervisor.

5. Family and Medical Leave

All leave and benefit provisions of this contract will be counted toward the leave and benefits provisions of the Family and Medical Leave Act of 1993, where applicable. Family and Medical Leave Act leave and benefits will be applied if the contractual leave and benefits provide less than the Family and Medical Leave Act.

C. OTHER BENEFITS

1. Tuition Reimbursement

Unit members will be eligible to receive one hundred percent (100%) reimbursement for tuition and related fees for approved courses of studies or training if directly related to the unit member's position. Such courses must be approved in advance and the unit member must complete the courses with a satisfactory grade in order to qualify. The reimbursement will be made for a maximum of up to twelve (12) semester hours or the equivalent in each year.

Unit members must return to regular employment and remain employed for two (2) full school years after the semester in which the course(s) is completed or pay the District back fifty percent (50%) of the tuition reimbursement. The Superintendent may waive this upon request.

2. Sabbatical Leave

- a. Unit members employed by the District for fifteen (15) years, unless waived by the Superintendent, may apply for sabbatical leave.
- b. Sabbatical leave shall be for doctoral study related to the unit member's position or duties (current or future) in the District and approved in advance by the Superintendent. The Superintendent has discretion to approve programs other than doctoral study.
- c. Sabbatical leaves are limited to no more than one (1) per year and are contingent upon voter passage of the budget.
- d. Sabbatical leave may be for one-half (1/2) year at full salary or one year at fifty percent (50%) salary.
- e. Unless waived by the Superintendent, the unit member must return to employment with the District for three full years or pay back one-third (1/3) of the salary for each year or portion thereof not worked.

ARTICLE XII COMPLETE AGREEMENT

- A. The Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.
- B. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- C. The Superintendent and the Association agree that to promote a stable relationship, neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE XIII SAVINGS

This Agreement and all provisions contained herein are subject to all applicable laws. In the event that any Article, or any Section of any Article, of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article, paragraph, or Section shall be rendered null and void but the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been part of this Agreement.

ARTICLE XIV DURATION

The provisions of this Agreement, except as otherwise specifically provided, shall become effective as of January 1, 2004, and shall continue in full force and effect through and including December 31, 2006 and, unless either party gives written notice to the other at least one hundred thirty (130) days but not more than one hundred fifty (150) days prior to December 30, 2006 requesting to modify, amend, or renegotiate this Agreement, said Agreement shall continue in full force and effect from year to year thereafter.

ARTICLE XV
APPROVAL OF LEGISLATIVE BODY

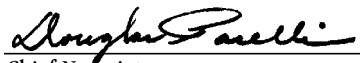
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Dated this **24** day of **September**.

GREECE ADMINISTRATORS AND
SUPERVISORS ASSOCIATION:
TOWN OF GREECE, NEW YORK



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Chief Negotiator

GREECE CENTRAL SCHOOL DISTRICT
TOWN OF GREECE, NEW YORK



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